

D. J. Baker
Robert J. Rosenberg
Caroline A. Reckler (appearing *pro hac vice*)
Kimberly A. Posin (appearing *pro hac vice*)
LATHAM & WATKINS LLP
885 Third Avenue
New York, New York 10022-4834
Telephone: (212) 906-1200
Facsimile: (212) 751-4864

Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Boston Generating, LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 10-14419 (SCC)

Jointly Administered

**AMENDED AND RESTATED NOTICE OF FILING OF PROPOSED ORDER
AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN TO
CONSTELLATION HOLDINGS, INC. OR ITS AFFILIATE CERTAIN
EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE that on December 22, 2010, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Notice of (I) Assumption and Assignment of Executory Contracts and Unexpired Leases; (II) Exercise of Buyer Designation Rights and (III) Intent to Assume and Assign Certain Executory Contracts* [D.I. 594] (the “**Assumption and Assignment Notice**”) in accordance with the *Order Authorizing (A) the Sale of Substantially all of the Assets of the Debtors Free and Clear of Claims, Liens, Liabilities, Rights, Interests and Encumbrances, (B) the Debtors to Enter Into and Perform Their Obligations Under the Asset Purchase Agreement, (C) the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases, (D) Approving the Transition Services Agreement and (E) Granting Related Relief* [Docket No. 494] (the “**Sale Order**”) entered by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) on November 24, 2010.²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Boston Generating, LLC (0631); EBG Holdings LLC (3635); Fore River Development, LLC (7933); Mystic I, LLC (0640); Mystic Development, LLC (7940); BG New England Power Services, Inc. (0476); and BG Boston Services, LLC (6921).

² Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Sale Order.

PLEASE TAKE FURTHER NOTICE that the Sale Order, among other things, authorized the assumption and assignment to Buyer or an affiliate of Buyer of certain executory contracts and unexpired leases. Pursuant to paragraph 25 of the Sale Order, during the Designation Period, Buyer is permitted to designate further contracts for addition to or removal from the schedule to the APA of assigned contracts (“**Schedule 2.1(c)**”). Attached as **Exhibit 1** to the Assumption and Assignment Notice is a list of contracts (the “**Previously Noticed Contracts**”) designated by Buyer for addition to Schedule 2.1(c). Pursuant to the Sale Order, the Bankruptcy Court approved (i) the cure amounts related to the Previously Noticed Contracts and (ii) the provision of adequate assurance of future performance for the Previously Noticed Contracts by Buyer or an affiliate of Buyer.

PLEASE TAKE FURTHER NOTICE that, pursuant to paragraph 25 of the Sale Order, no later than ten (10) days after the date on which the Debtors served the Assumption and Assignment Notice, they are required to file with the Court an order authorizing the assumption/assignment of the contracts listed in the Assumption and Assignment Notice.

PLEASE TAKE FURTHER NOTICE that the Debtors respectfully request that the Bankruptcy Court enter the *Order Authorizing the Debtors to Assume and Assign to Constellation Holdings, Inc. or Its Affiliate Certain Executory Contracts* (the “**Proposed Order**”) attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that, pursuant to paragraph 25 of the Sale Order, entry of the Proposed Order is authorized without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that this Notice supersedes in its entirety the Notice filed as Docket No. 611.

Dated: December 31, 2010
New York, New York

Respectfully Submitted,

/s/ D. J. Baker

D. J. Baker

Robert J. Rosenberg

Caroline A. Reckler (appearing *pro hac vice*)

Kimberly A. Posin (appearing *pro hac vice*)

LATHAM & WATKINS LLP

885 Third Avenue

New York, New York 10022-4834

Telephone: (212) 906-1200

Facsimile: (212) 751-4864

Counsel to the Debtors and Debtors-in-Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Boston Generating, LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 10-14419 (SCC)

Jointly Administered

Related Docket Nos. 494, 594

**ORDER AUTHORIZING THE DEBTORS TO ASSUME
AND ASSIGN TO CONSTELLATION HOLDINGS, INC. OR
ITS AFFILIATE CERTAIN EXECUTORY CONTRACTS**

Upon the *Notice of (I) Assumption and Assignment of Executory Contracts and Unexpired Leases; (II) Exercise of Buyer Designation Rights and (III) Intent to Assume and Assign Certain Executory Contracts* [D.I. 594] (the “**Assumption and Assignment Notice**”) and the *Order Authorizing (A) the Sale of Substantially all of the Assets of the Debtors Free and Clear of Claims, Liens, Liabilities, Rights, Interests and Encumbrances, (B) the Debtors to Enter Into and Perform Their Obligations Under the Asset Purchase Agreement, (C) the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases, (D) Approving the Transition Services Agreement and (E) Granting Related Relief* [Docket No. 494] (the “**Sale Order**”)², and it appearing that assumption and assignment of the contracts (the “**Previously Noticed Contracts**”) listed on Exhibit 1 hereto is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a core

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Boston Generating, LLC (0631); EBG Holdings LLC (3635); Fore River Development, LLC (7933); Mystic I, LLC (0640); Mystic Development, LLC (7940); BG New England Power Services, Inc. (0476); and BG Boston Services, LLC (6921).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Order.

proceeding pursuant to 28 U.S.C. § 157(b)(2); and adequate notice of the relief granted herein and opportunity for objection having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefore; and the Court having found that Constellation Holdings Inc. (“**Buyer**”) or its affiliate has demonstrated adequate assurance of future performance for the Previously Noticed Contracts in accordance with Section 365(f)(2)(B) of the Bankruptcy Code, it is hereby ORDERED that:

1. The Debtors are authorized and directed in connection with Closing to assume and assign to Buyer or its affiliate each of the Previously Noticed Contracts free and clear of all Claims (other than Assumed Liabilities) pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code and to execute and deliver to Buyer or its affiliate such documents or other instruments as may be necessary to assign and transfer the Previously Noticed Contracts to Buyer or its affiliate.

2. The payment of the applicable Cure Amounts, as set forth on Exhibit 1 hereto, shall (a) effect a cure of all defaults existing under the Previously Noticed Contracts as of the Closing, (b) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default, and (c) together with the assumption of the Previously Noticed Contracts by the Debtors and the assignment of the Previously Noticed Contracts to Buyer or its affiliate, constitute adequate assurance of future performance.

3. Any provisions in any Previously Noticed Contract that prohibit or condition the assignment of such Previously Noticed Contract or allow the counterparty to such Previously Noticed Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Previously Noticed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All

other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Buyer or its affiliate of the Previously Noticed Contracts have been satisfied. Upon the Closing, in accordance with Sections 363 and 365 of the Bankruptcy Code, Buyer or its affiliate shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Previously Noticed Contracts, and such Previously Noticed Contracts shall remain in full force and effect for the benefit of Buyer or its affiliate. Each non-Debtor counterparty to the Previously Noticed Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or Buyer or its affiliate or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing or arising by reason of the Closing, including any breach related to or arising out of change-in-control in such Previously Noticed Contracts, or any purported written or oral modification to the Previously Noticed Contracts and (b) asserting against Buyer or its affiliate (or their property, including the Acquired Assets) any claim, counterclaim, defense, breach, condition, setoff asserted or capable of being asserted against the Debtors existing as of the Closing or arising by reason of the Closing except for the Assumed Liabilities.

4. On or after the date of the Closing, the Debtors are authorized and directed to pay the cure amounts (the “**Cure Amounts**”) listed on Exhibit 1 attached hereto to EMC Corporation and NSTAR Services Company. On or after the date of the Closing, pursuant to the Sale Order, Buyer or its affiliate shall pay the Cure Amounts owed to the counterparties to the Previously Noticed Contracts other than EMC Corporation and NSTAR Services Company.

5. The requirements of Bankruptcy Rule 6006(d) are waived.

6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. The Debtors and Buyer are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 201__
New York, New York

Honorable Shelley C. Chapman
United States Bankruptcy Judge

Exhibit 1

Previously Noticed Contracts

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
1.	Arrow Syndicate 1910 Boston Generating, LLC	Arrow Syndicate 1910 Outage Insurance Policy	January 1, 2009 (Policy A) January 2, 2010 (Policy B)	Arrow Syndicate 1910 Attn: President or General Counsel 133 Fleet Street London, UK EC4A 2BB Southwest Business Corporation, c/o Jim Hickman, 7300 College Blvd, Suite 300, Overland Park, KS 66210 [former address] Southwest Business Corporation, 13420 Briar Street, Suite C, Leawood, KS 66209 Attn: Kurt Ness, Vice President- Origination [new address]		Arrow Syndicate 1910 Insurance Policy- 2.6.4.73	\$0
2.	Boston Gas Company d/b/a KeySpan Energy Delivery New England Fore River Development, LLC	Easement Agreement	August 16, 2005	Boston Gas Company Attn: President or General Counsel 52 Second Avenue, Waltham, MA 02451		Easement Agreement-5.8.1	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
3.	CIT Technology Financing Services, Inc. Boston Generating, LLC	Cost Per Image Rental Agreement	April 30, 2010 [Date signed]	CIT Technology Financing Services, Inc., 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256 Attn: President or General Counsel		Cost Per Image Rental Agreement – 2.6.4.5	\$1025
4.	CIT Technology Financing Services, Inc. Mystic I, LLC	Cost Per Image Rental Agreement	June 23, 2010 [Date signed by CIT]	CIT Technology Financing Services, Inc., 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256 Attn: President or General Counsel		Cost Per Image Rental Agreement -2.6.4.6	\$1025
5.	City of Everett Mystic I, LLC (formerly Sithe Mystic LLC)	Release and Relocation of Easements	August 24, 2000	City of Everett Attn: Assessor City Hall, 484 Broadway Everett, MA 02149, Attn: Assessor		Relocation of easement for sewer drain.– 1.5.2.97	\$0
6.	Commonwealth of Massachusetts Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Letter re: Waterways License Application (attaching license conditions)	Letter dated March 16, 2000	Commonwealth of Massachusetts, Department of Environmental Protection, Attn: President or General Counsel P.O. Box 4062, Boston, MA 02211		Letter re: Waterways License Application (attaching license conditions) License-4.9.3	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
7.	Commonwealth of Massachusetts, Dept of Environmental Protection Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Waterways License	Letter attaching license dated March 16, 2000	Commonwealth of Massachusetts, Department of Environmental Protection, Attn: President or General Counsel P.O. Box 4062, Boston, MA 02211		Waterways License. License permitting the construction and maintenance of a 1550 megawatt natural gas-fired electrical generating facility-3.9.12	\$0
8.	Dictronics Boston Generating, LLC	Purchase Orders		Dictronics 110 Gould Street, P.O. Box 920403 Needham, MA 02492-0921 Attn: President or General Counsel		Purchase Order (related to Call Recording Systems Customer Service and Support Agreement scheduled as #111 on Schedule 2.1(c))	\$0
9.	EMC Corporation Boston Generating, LLC	EMC Corporation End-User License and Maintenance Agreement		EMC Corporation 2831 Mission College Boulevard Santa Clara, CA 95052-8199 Attn: President or General Counsel (taken from EMC Quote documents dated 7/7/09 and 5/5/10)		Purchase Order (accepting End-User License and Maintenance Agreement previously scheduled as #120 on Schedule 2.1(c))	\$4000

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
10.	GE Energy Management Serv, Inc. Fore River Development, LLC	Purchase Order (CEMS)	February 24, 2010	GE Energy Management Serv, Inc. Attn: President or General Counsel 2849 Sterling Drive Hatfield, PA 19440		Purchase Order (CEMS)	\$0
11.	GE Energy Management Serv, Inc. Mystic Development, LLC	Purchase Order (CEM)	January 25, 2010	GE Energy Management Serv, Inc. Attn: President or General Counsel 2849 Sterling Drive Hatfield, PA 19440		Purchase Order (CEM)	\$0
12.	GE Energy Management Serv, Inc. Mystic I, LLC	Purchase Order (CEMS)	January 1, 2010	GE Energy Management Serv, Inc. Attn: President or General Counsel 2849 Sterling Drive Hatfield, PA 19440		Purchase Order (CEMS)	\$0
13.	GE Energy Management Serv, Inc. Mystic I, LLC	Purchase Order (DAHS)	February 2, 2010	GE Energy Management Serv, Inc. Attn: President or General Counsel 2849 Sterling Drive Hatfield, PA 19440		Purchase Order (DAHS)	\$0
14.	IKON Financial Services Boston Generating LLC	Image Management Plus Agreement	November 28, 2007 [Date signed by Donna Maguire]/ March 11, 2008 [Sate signed by IKON Financial Services]	IKON Financial Services, Attn: President or General Counsel 1738 Bass Road, Macon, GA 31210		Image Management Plus Agreement – 2.6.4.9	\$2,500

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
15.	Massachusetts Water Resource Authority Mystic Development, LLC	Sewer Use Discharge Permit	June 29, 2009	Massachusetts Water Resource Authority, Attn: President or General Counsel Chelsea Facility, 2 Griffin Way, Chelsea, MA 02150		Sewer Use Discharge Permit- Permit to discharge wastewater into the MWRA Sewerage System-4.9.5	\$0
16.	[intentionally omitted]						
17.	Massachusetts Water Resources Authority Fore River Development, LLC	Massachusetts Water Resources Authority Toxic Reduction and Control Sewer Use Discharge Permit	May 28, 2009	Massachusetts Water Resources Authority Toxic Reduction and Control, 2 Griffin Way, Chelsea, MA 02150, Attn: Toxic Reduction and Control		Massachusetts Water Resources Authority Toxic Reduction and Control Sewer Use Discharge Permit- 5.9.8	\$0
18.	National Grid (formerly Boston Gas Company, d/b/a KeySpan Energy Delivery New England) Mystic I, LLC (formerly Sithe Mystic LLC)	Agreement to Establish Easements	January 16, 2001	Boston Gas Company d/b/a KeySpan Energy Delivery New England Attn: President or General Counsel 52 Second Avenue Waltham, MA 02451 Boston Gas Company d/b/a KeySpan Energy Delivery New England Attn: President, General Counsel 300 Erie Boulevard West Syracuse, NY 13202		Agreement to establish easements and notice requirements for exercise thereof pertaining to drainage pipe and gas line -1.5.2.95	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
19.	<p>NSTAR Company (formerly Boston Edison Company)</p> <p>Boston Generating, LLC (formerly Sithe Boston Generating, LLC)</p> <p>Fore River Development, LLC (formerly Sithe Fore River Development, LLC)</p> <p>Mystic Development, LLC (formerly Sithe Mystic Development LLC)</p> <p>Mystic I, LLC (formerly Sithe Mystic LLC)</p>	Omnibus Amendment and Agreement	November 1, 2002	<p>Boston Edison Company Attn: President or General Counsel 800 Boylston Street Boston, MA 02199</p> <p>Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003</p>		<p>Omnibus Amendment and Agreement</p> <p>1.5.2.195</p>	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
20.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC BNP Paribas Exelon Generation Company, LLC	Purchase and Sale Agreement	December 10, 1997	<p>Boston Edison Company c/o NSTAR Services Company Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel; Attn: Lead Transmission Asset Management Liaison 800 Boylston Street, P-1603 Boston, MA 02199</p> <p>Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003</p> <p>BNP Paribas as Collateral Agent Attn: President or General Counsel 787 Seveth Ave, 19th Floor New York, NY 10019</p> <p>Exelon Generation Company, LLC Attn: President or General Counsel 300 Exelon Way, Suite 310 Kennett Square, PA 19348</p>		<p>Purchase and Sale Agreement 1.5.1.3</p> <p>This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned it to Boston Generating, LLC</p>	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
21.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC	Amendment No. 1 to Purchase and Sale Agreement	January 23, 1998	Boston Edison Company c/o NSTAR Services Company Attn: Lead Transmission Asset Management Liaison Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel 800 Boylston Street, P-1603 Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Amendment No. 1 to Purchase and Sale Agreement-1.5.1.4 This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned it to Boston Generating, LLC or EBG Holdings LLC.	\$0
22.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC	Amendment No. 2 to Purchase and Sale Agreement	February 20, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Amendment No. 2 to Purchase and Sale Agreement-1.5.1.5 This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned it to Boston Generating, LLC or EBG Holdings LLC.	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
23.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC	Amendment No. 3 to Purchase and Sale Agreement	April 10, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Amendment No. 3 to Purchase and Sale Agreement-1.5.1.6 This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned it to Boston Generating, LLC or EBG Holdings LLC.	\$0
24.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC	Amendment No. 4 to Purchase and Sale Agreement	April 7, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Amendment No. 4 to Purchase and Sale Agreement-1.5.1.7 This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned it to Boston Generating, LLC or EBG Holdings LLC.	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
25.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC	Closing Agreement	May 15, 1998	Boston Edison Company, Attn: President or General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company Attn: Lead Transmission Asset Management Liaison c/o NSTAR Electric & Gas Company One NSTAR Way, NE240 Westwood, MA 02090-9003		Closing Agreement (relates to the December 10, 1997 Purchase and Sale Agreement)-1.5.2.104 This Agreement was assigned by Sithe Energies Inc. to Boston Generating, LLC	\$0
26.	NSTAR Services Company (formerly Boston Edison Company) EBG Holdings LLC	Supplement to Closing Agreement	October 29, 1999	Boston Edison Company, 800 Boylston Street, MA 02199 Attn: President or General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		First Supplement to Closing Agreement-5.8.26 This Agreement was assigned by Sithe New England Holdings to EBG Holdings LLC.	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
27.	NSTAR Services Company (formerly Boston Edison Company) Boston Generating, LLC Fore River Development, LLC	Supplement to Closing Agreement	April 14, 2006	Boston Edison Company, Attn: President or General Counsel 800 Boylston Street, Boston MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Second Supplement to Closing Agreement- 5.8.27	\$0
28.	NSTAR Services Company (formerly Boston Edison Company) EBG Holdings LLC	Partial Assignment and Assumption Contract	May 20, 2004	Boston Edison Company c/o NSTAR Services Company Attn: President or General Counsel 800 Boylston Street, P-1603 Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Partial Assignment and Assumption Agreement. 3.6.2.3	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
29.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC	Cross-Easement Agreement	May 14, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Senior VP and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Cross-Easement Agreement -5.8.5 This Agreement was assigned by Sithe Edgar, LLC to Fore River Development, LLC.	\$0
30.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC	Asset Demarcation Agreement	May 15, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Senior VP and General Counsel Boston Edison Company Attn: Lead Transmission Asset Management Liaison c/o NSTAR Electric & Gas Company One NSTAR Way, NE240 Westwood, MA 02090-9003		Asset Demarcation Agreement for Sithe Edgar-5.6.2.2 This Agreement was assigned by Sithe Edgar LLC to Fore River Development, LLC.	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
31.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC	Irrevocable License Agreement	May 11, 2000	Boston Edison Company Attn: President or General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Irrevocable License Agreement for use and access of a tunnel– 1.5.2.106 This Agreement was assigned by Sithe Edgar, LLC to Fore River Development, LLC	\$725,000.00
32.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC	Partial Release of Easement and Amendment of Cross-Easement Agreement	May 11, 2000	Boston Edison Company Attn: President or General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Partial Release of Easement and Amendment of Cross-Easement Agreement – 1.5.2.108 This Agreement was assigned by Sithe Edgar, LLC to Fore River Development, LLC.	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
33.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC	Second Amendment of Cross-Easement Agreement (EDGAR)	January 29, 2001	Boston Edison Company, 800 Boylston Street, MA 02199 Attn: President or General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Second Amendment to Cross-Easement Agreement-5.8.20 This Agreement was assigned Sithe Edgar, LLC to Fore River Development, LLC.	\$0
34.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC (formerly Sithe Fore River Development, LLC)	Sithe Fore River Development, LLC Interconnection Agreement Acknowledgment and Consent	January 31, 2001	Boston Edison Company Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Sithe Fore River Development, LLC Interconnection Agreement Acknowledgment and Consent - 5.6.2.3	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
35.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC (formerly Sithe Mystic LLC) Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Amendment of Cross-Easement Agreement (Mystic)	January 31, 2001	Boston Edison Company, Attn: President or General Counsel 800 Boylston Street, Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Amendment of Cross-Easement Agreement (Mystic). Deals with shared and reciprocal easements- 3.8.7 (see also 5.8.23)	\$0
36.	NSTAR Services Company (formerly Boston Edison Company) Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Interconnection Agreement for construction and use of improved connection between City of Everett plant and grid	No date (not executed)	NSTAR Services Company, 800 Boylston Street, P-1603, Boston, MA 02199, Attn: Lead Transmission Asset Management Liaison Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Interconnection Agreement for construction and use of improved connection between City of Everett plant and grid-1.5.2.85	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
37.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC	Real and Personal Property Tax Allocation Agreement	May 15, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Senior VP and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Real and Personal Property Tax Allocation Agreement- 1.5.1.41 This Agreement was assigned by Sithe Mystic to Mystic I, LLC.	\$0
38.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC (formerly Sithe Mystic LLC)	Cross-Easement Agreement (Mystic Station)	May 14, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Senior VP and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Cross-Easement Agreement (Mystic)- 1.5.1.26	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
39.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC (formerly Sithe Mystic LLC) Sithe Edgar LLC Fore-River LLC	Land Use Agreement	May 14, 1998	Boston Edison Company, Attn: President or General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003 Sithe Edgar, LLC Attn: President or General Counsel The Schrafft Center 529 Main Street, Suite 605 Charlestown, MA 02129		Land Use Agreement-1.5.1.43	\$0
40.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC (formerly Sithe Mystic LLC)	Asset Demarcation Agreement for Sithe Mystic LLC	May 15, 1998	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Senior VP and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Asset Demarcation Agreement for Sithe Mystic LLC- 1.5.1.31	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
41.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC (formerly Sithe Mystic LLC)	Partial Release of Easement	March 23, 2000	Boston Edison Company, 800 Boylston Street Boston, MA 02199, Attn: Douglas S. Horan, Senior VP and General Counsel Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Partial release of Cross Easement Agreement from May 14, 1998 – 1.5.2.94	\$0
42.	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC (formerly Sithe Mystic LLC)	Releases of Easements -Partial Releases of Easements	January 2000 (executed, but date not provided)	Boston Edison Company, Attn: President or General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		Releases of Easements - Partial Releases of Easements Partial Releases of Easements- 3.8.14 -Release of Easement-3.8.16	\$0
43.	OSISoft, LLC Boston Generating, LLC	Purchase Order	January 8, 2010	OSISoft, Inc. 777 Davis Street San Leandro, CA 94577 USA Attn: President or General Counsel		Purchase Order	\$0

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	Cure Amount
44.	Commonwealth of Massachusetts EBG Holdings LLC	Easement Agreement	February 1, 1939	Commonwealth of Massachusetts, Department of Environmental Protection, Attn: President or General Counsel P.O. Box 4062, Boston, MA 02211		1939 Easement Agreement This Agreement was assigned by Boston Edison Co. (now NSTAR Services Company) to Sithe New Energies Inc., and then assigned to EBG Holdings LLC.	\$0
45.	Algonquin Gas Transmission Company (with consent of Boston Edison Company) Fore River Development, LLC	Easement Agreement	December 22, 2000	Algonquin Gas Transmission Company Attn: VP Marketing 5400 Westheimer Court Houston, TX 77251		Grant of Easement to strip of land for natural gas conveyance This Agreement was assigned by Sithe Edgar, LLC to Fore River Development, LLC.	\$0